



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

June 17, 2014

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

4-D June 17, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE CONTRACT WITH XEROX FOR PRINT SOLUTION SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter is requesting approval of a five-year Contract with Xerox Corporation, to provide leased copier equipment and Print Solution Services for the Community Development Commission. The new Print Solution Services will meet the needs throughout the organization.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of a Contract with Xerox Corporation (Xerox) is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director, or his designee, to execute, amend, and if necessary, terminate a five-year Contract and all related documents with Xerox, for print solution services and associated lease services, at an annual cost of \$160,183.20.
3. Authorize the Executive Director, or his designee, to use up to an additional ten percent contingency of \$80,091.60 as needed for unforeseen costs; the total maximum contract sum for all five years and the ten percent contingency is \$881,007.60.

**We Build Better Lives
& Better Neighborhoods**



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to purchase the Print Solution Services solution through Xerox to meet the Commission's printing needs.

The Commission is utilizing outdated multi-function devices that are now due for an upgrade. With the new equipment upgrade, calls for technical support would decrease. The upgraded devices' screen interface will be standardized throughout the Commission reducing staff's time to learn the different functions on each device. All print jobs performed on the devices are tracked and reports will be generated upon request by divisions. The services include capability to retrieve documents at any device within the Commission by the follow-me print feature, manage users' print jobs, generate reports, generate alerts for low on toner and other preventative maintenance. The Print Solution Services will allow us to consolidate vendors, devices, supplies, and invoices.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Contract will be funded with \$160,183.20 included in the Commission's budget for the copier, parts, supplies, and maintenance for the first year. The annual amount of \$160,183.20 for years two through five will be included in the Commission's annual budget approval process. A ten percent contingency of \$80,091.60 is being set aside for additional services, if needed, over the five-year term of the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Contract will become effective the day after Board approval and will continue for a five-year term until June 30, 2019. In agreeing to a five-year term, the Commission has agreed to not cancel or terminate this contract and is obligated to make all payments for the five-year contract. Any claim against Xerox may be asserted in a separate action and solely against Xerox.

The Contract also contains certain applicable information technology provisions to protect the Commission, via example, software license and services, intellectual property indemnification as well as warranties.

The Contract contains all latest applicable Board mandated provisions, including those pertaining to contractor responsibility and debarment, Child Support program, consideration of hiring qualified GAIN/GROW participants, and the Safely Surrendered Baby Law.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment A). The Contract and Statement of Work have been reviewed by County Counsel, and are attached in substantially final form (Attachment B).

ENVIRONMENTAL DOCUMENTATION

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The services will be purchased under General Services Administration (GSA) Information Technology (IT) Schedule 70 – innovative information technology products, services and solutions, Contract # GS-35F-0662M. The GSA was a formal Request for Proposals led by the U.S. General Services Administration, and awarded on January 1, 2013 to offer the lowest prices possible for state and local governments to use Federal Supply Schedules to acquire automated data processing equipment, software, supplies, support equipment, and services.

IMPACT ON CURRENT SERVICES AND PROJECTS

The Print Solution Services will improve the efficiency of Commission business processes and maximize the return on the Commission technology investments. The services will reduce administrative costs, decrease inventory of consumables, provide management with the ability to monitor and manage the overall divisional print output, manage all aspects of printing and copying, and provide advanced accounting capabilities.

Respectfully submitted,



SEAN ROGAN
Executive Director
COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer
COUNTY OF LOS ANGELES

SR:MF:mr

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA14-14

DATE:

5/30/2014

SUBJECT:

APPROVE CONTRACT WITH XEROX FOR PRINT SOLUTION SERVICES

RECOMMENDATION:

☒ Approve☐ Approve with Modification☐ Disapprove

CONTRACT TYPE:

☒ New Contract☐ Sole Source☐ Amendment to Contract #: Enter contract #.☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software☒ Hardware☐ Telecommunications☐ Professional Services

SUMMARY:

Department Executive Sponsor: Sean Rogan, Executive Director, Community Development Commission

Description: Community Development Commission (CDC) is requesting approval for a contract with Xerox Corporation for the lease of new print and copier solutions.

Contract Amount: \$881,007.60

Funding Source: U.S. Department of Housing and

Urban Development (HUD)

included in Fiscal Year (FY) 2013-14

Adopted Budget

☒ Legislative or Regulatory Mandate☐ Subvended/Grant Funded:

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

CDC's objective is to reduce the downtime experienced with its older printer and copier equipment.



BUSINESS DRIVERS:

The lease of new Xerox printers and copiers will alleviate the downtime of old print and copy equipment and provide a common user interface for CDC staff.

PROJECT ORGANIZATION:

The Xerox equipment installation will be monitored by the CDC's Information Technology Section.

	<p>PERFORMANCE METRICS:</p> <p>CDC will monitor the uptime of the new printers and copiers to ensure efficient business practices.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>This purchase supports the County's Strategic Plan Goal 1, Operational Effectiveness. It is also in alignment with CDC's business objectives, and CIO's Strategic Directions particularly, in the area of effective business practices.</p> <hr/> <p>PROJECT APPROACH:</p> <p>Xerox will install the new printers and copiers.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>Xerox was selected via Los Angeles County's Master Services Agreement (MSA) Number MA-IS-1140174, Xerox Photocopy Equipment awarded January 2011. The MSA is a lease Agreement and differs from the County's Managed Print Services Agreement which cost per page model.</p>						
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>Xerox will install the new printers and copiers. Deliverables for the Contract are: (1) Install new multifunction copiers for CDC/Housing Authority; and (2) Upgrade Equitrac Print management software.</p>						
Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>5 Year Lease</td><td>\$ 800,916.00</td></tr> <tr> <td>Sub-total Contract Costs:</td><td>\$ 800,916.00</td></tr> <tr> <td>Pool Dollars:</td><td>\$ 80,091.60</td></tr> </table> <p>Total ongoing contract costs: \$ 881,007.60</p> <p>Funding is provided by HUD and is included in CDC's FY 2013-14 Adopted Budget and will be included in future FY budgets.</p>	5 Year Lease	\$ 800,916.00	Sub-total Contract Costs:	\$ 800,916.00	Pool Dollars:	\$ 80,091.60
5 Year Lease	\$ 800,916.00						
Sub-total Contract Costs:	\$ 800,916.00						
Pool Dollars:	\$ 80,091.60						
Risk Analysis	<p>RISK MITIGATION:</p> <p>The risk associated with the installation of new printers and copiers is minimal.</p> <p>The Chief Information Security Officer (CISO) reviewed this Contract and did not identify any IT security or privacy related issues.</p>						

CIO Approval	PREPARED BY:
	<div> _____ James Hall, Sr. Associate CIO</div> <div><u>6-3-14</u> Date</div>
	APPROVED:
	<div> _____ Richard Sanchez, County Chief Information Officer</div> <div><u>6-3-14</u> Date</div>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

CONTRACT FOR PHOTOCOPIER MANAGED PRINT SOLUTION SERVICES

This Contract is made and entered into this 18th day of June, 2014, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Xerox Corporation, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed Photocopier Managed Print Solution services. The Contractor is willing to lease and or sell the hereinafter-described copier equipment and furnish the hereinafter described maintenance services to the Commission under the terms and conditions set forth herein. The Contractor was awarded a contract as allowed under cooperative purchasing program for state and local municipal government set forth in 24 CFR 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services. In January of 2013, , using the General Service Administration (GSA), Information Technology Schedule 70 – innovative information technology products, services and solutions, Contract Number GS-35F-0662M and the Commission and Contractor negotiated the following terms and conditions for Contractor to furnish the hereinafter-described services to the Commission. If there is any conflict between the terms and conditions of this contract and terms and conditions of Attachment E, Xerox Additional Terms and Conditions, this Contract shall govern.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on July 1, 2014 and shall remain in full force and effect for 60 months until June 30, 2019, unless sooner terminated as provided herein.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the Attachment A, Statement of Work and Attachment E, Xerox Additional Terms and Conditions.

4. COMPENSATION

The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in

accordance with Attachment B, Fee Schedule. The total amount of compensation under this Contract will not exceed Eight Hundred Thousand Nine Hundred Sixteen and 0/100 Dollars (\$800,916.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within thirty (30) days prior to the end of the then-current fiscal year. The Commission agrees to make all reasonable efforts to find an assignee for the equipment at the County of Los Angeles. In the event of such termination, the Commission will make the equipment available for pick-up by Xerox, free from all liens and encumbrances, and shall make payment of all amounts due up to the date of termination.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the

Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor. Notwithstanding the foregoing, the Contractor shall have the right to assign this Contract to an affiliate of Contractor for financing purposes only, provided that Contractor shall remain fully liable for all obligations hereunder and that such assignment shall be transparent to the Commission.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not

be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with endorsements evidencing the insurance coverage required by this Contract. If endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies during legal discover period. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of

any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: **XEROX CORPORATION**.

The insurance policies set forth herein shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$10,000,000
Products/Completed Operations Aggregate	\$2,000,000 included
in General Aggregate	
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter

collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions, except to the extent caused by the negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of

the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to early termination charges, as defined below, unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. Early termination charges shall be an amount equal to the remaining equipment payments for the term of the Contract (less the unearned maintenance and supplies components), discounted at four percent (4%) per annum.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D.(provided that the Contractor shall have thirty (30) days after receipt of notice to cure its default).

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within thirty (30) days after receipt of such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within thirty (30) days, upon receipt of said written notice of deficiency, the Executive Director of

Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor (but only if the Contractor fails to perform its obligations hereunder and has been given thirty (30) days to cure such failure.)
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may

terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be

excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole

discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data, except to the extent that they include pre-existing data or information owned by the Contractor.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:

Matthew Fortini, Director
Community Development Commission of the County of Los Angeles
Administrative Services Division
700 W. Main Street
Alhambra, CA 91801

The Contractor:

Steven Varney, Finance Director

Xerox Corporation
700 S. Flower Street, Suite 700
Los Angeles, CA 90017-4109

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR’S ACKNOWLEDGMENT OF COMMISSION’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission’s policy to encourage all Commission Contractors to voluntarily post the Commission’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR’S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

46. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

47. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices
- E. Xerox Additional Terms

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SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

XEROX CORPORATION

By _____
Sean Rogan
Executive Director

By _____
Steven Varney
Finance Director

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Deputy County Counsel

By _____
Matthew Fortini
Director

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 70 housing developments that include over 3,258 residential units within the County of Los Angeles.

The Commission is seeking a Xerox contractor to provide Managed Print Solution services.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall possess a valid license to perform all the work in accordance with this Statement of Work.
- 2.2 The Contractor shall provide qualified personnel with f experience to perform all work in accordance with this Statement of Work.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Managed Print Solution Services

The Contractor shall provide photocopier services that include a Managed Print Solution to the Commission for all multifunction device equipment (MFD) and software as listed in Exhibit 1, List of Equipment and Software.

3.2 Multifunction Device Equipment

The Contractor shall provide the Commission with the MFD networked equipment listed in Exhibit 1, List of Equipment and Software.

3.3 Mobile Print

- 3.3.1 The Contractor shall provide Mobile Print software licenses to twenty seven (27) MFD networked photocopiers as listed in Exhibit 1, List of Equipment and Software.
- 3.3.2 The Contractor shall provide a true native Microsoft Office conversion enabling printing from the most common business documents, such as Microsoft Word, Excel, PowerPoint and PDFs,

as well as common image formats without concern of losing formatting, data or quality.

3.3.3 The Contractor shall provide easily print from smartphone or tablet, as well as laptops and desktops.

3.4 Equitrac Office Suite 5

The Contractor shall provide Equitrac Office Suite 5 with Workstation Client 400/Send Capture software licenses with maintenance and support to twenty-five (25) MFD networked photocopiers as listed in Exhibit 1, List of Equipment and Software and include the following functionalities:

- Image Overwrite security feature that clears or "overwrites" all trace of any document image Data remaining on the hard drive after a print, copy, scan or fax job.
- Hard disk encryption that ensures unauthorized users can't access stored documents.
- An internal firewall that provides an additional measure of security, providing IP filtering, domain filtering and port blocking.
- Full System Common Criteria (ISO 15480) Certification that ensures the entire device, not just individual components, conforms to the most stringent security standards and regulations.
- Device access password protection that prevents administrative set—up screen and remote network settings from being altered without prior authentication.
- Network authentication that restricts access to scan, email and network fax features by validating user names and passwords before use.
- Audit Log capabilities that includes who sent what and when.
- Secure Access Unified ID system that uses a card—based identification to authenticate authorized users when inserting an ID card.
- Follow—You Print shall have the capability to allow submitted print jobs flow to a secure print queue and print at the device of choice, after ID authentication.

3.5 Analyst Support

The Contractor will provide analyst services to assist the following activities:

3.5.1 Service Support

The Contractor's Account Manager shall support the entire implementation of the Commission's MFD network equipment, including. Maintenance support for the entire duration of this Contract.

3.5.2 **Standard Response Time**

The Contractor shall measure the “onsite service response time” as the time between the Commission’s initial call to the North American Customer Support Center requesting service and the time when the Customer Service Engineer (CSE) arrives at the Commission site to repair the Commission MFD network equipment. Response time shall be calculated based on the contracted hours of coverage. After a service call is made, the Commission will receive a call back within one hour and a CSE will arrive within the following time to resolve your service issue:

- The standard response time for the color photocopiers and black/white MFD networked photocopiers is four (4) hours.
- The above time frames represent the *average* onsite response time for the model types described in Exhibit 1, Equipment and Software, with exceptions within categories, based on product maturity, geographic considerations, like rural or remote Commission sites.

3.5.3 **Parts**

The Contractor uses only used Xerox-authorized replacement parts in Xerox equipment. The Contractor Xerox parts shall be high reliability standards and low defect rates.

3.5.4 **Parts Management**

The Contractor shall utilize cutting edge inventory management practices to ensure a high level of equipment reliability and uptime.

3.5.5 **Training**

The Contractor shall provide Managed Print Solution training to Commission Staff for all MFD networked equipment and software to and ensure the following:

- The successful implementation of any solution is predicated on a clear understanding of the Commission customer's needs.
- The Contractor shall work with the Commission to gain an understanding of critical success factors.
- The Contractor shall work with the Commission to understand and address the Commission’s needs as the Contractor prepares for the training session.
- The Contractor shall conduct all training with Xerox certified trainers in a small group format (up to four key users including the individual(s) responsible for maintaining the equipment) at each session. This format shall enhance the learning experience and

provides an opportunity for users to ask questions and program jobs.

- The training shall be suitable for key operators, walk-up users, client users, and System Administrators and shall be conducted at the machine, unless not suitable.
- The training shall provide features and functions training only after the MFD networked photocopiers have been installed and network services have been configured (including software installation) by the Contractor's network administrator.
- Training shall be delivered upon completion of the machine installation to ensure a smooth and rapid transition to the new MFD networked equipment and software.
- The Contractor's Trainer shall coordinate with the Commission to schedule training at a suitable time and date for both the Commission and the Xerox Trainer.
- All training shall be performed at the Commission sites. The WorkCentre unit must be available and Commission Staff given uninterrupted/dedicated time for training.
- The Contractor shall be performed trainings over a two week period after the agreed Commission sites, unless otherwise directed by the Commission.
- Over the period of the contract, additional on-site training shall be provided to the Commission's and coordinated with the Contractor's Sales Representative as needed.

3.5.6 Follow-You-Print

The "Follow-You Printing" with Secure Document Release shall support the Commission's user mobility while helping to reduce waste and protect personal information or client confidentiality. Part of the latest generation of Equitrac print management and cost recovery solutions, Follow-You Printing shall hold documents in a secure print server until users are authenticated at the MFD networked printer of choice, anywhere on the print network — across servers, divisions and including geographic boundaries.

3.6 Maintenance Services

The Contractor shall provide Maintenance Services, as the same is set forth in the Contract for Managed Print Solutions Services, during Commission's normal business hours ("Contracted Period of Coverage"), which shall be defined as 9:00 am to 5:00 pm, Local Time, Mondays through Fridays (excluding Commission-recognized holidays as stated in

Section 5.0, Hours and Days of Work in this Statement of Work), for the purposes of this Contract, as follows:

Except for Equipment identified as "No Service.", the Contractor (or a designated servicer) will keep the MFD networked "Equipment" stated in Exhibit 1, Equipment and Software, in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon the Commission facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Commission-implemented remedies provided by Contractor; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Contractor telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Contractor will provide on-site support as provided in the applicable Individual Agreement (IA). Maintenance Services are provided as a mandatory part of a Lease or Rental IA, or under a Maintenance IA. Maintenance Services will be provided during Contractor's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with the Contractor's published specifications; (c) use of options, accessories or products not serviced by the Contractor; (d) non-Xerox alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become the Contractor's property. The Contractor will, as the Commission's exclusive remedy for the Contractor's failure to provide Maintenance Services, replace the Equipment with an identical model or, at the Contractor's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term of the Contract. If meter reads are a component of a Maintenance Plan, the Commission will provide them using the method and frequency identified by the Contractor. If the Commission does not provide a meter reading for the Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, the Contractor may reasonably estimate the reading and bill the Commission accordingly.

1.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows:

Commission

1.1 Personnel

1.1.1 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

1.1.2 The Commission shall prepare amendments to the Contract in accordance with the Contract as needed.

1.2 Furnished Items

1.2.1 The Commission shall provide the Contractor with the following items:

- The Commission will be responsible for any construction, electrical, and environmental expenses associated with preparing and maintaining the equipment installation site.

Contractor

1.3 Project Manager

1.3.1 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.5 Uniform / Identification

4.5.1 The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be a Commission Visitor ID.

4.5.2 The Contractor's employees must sign in and out at the receptionist desk as applicable.

4.6 Training

The Contractor shall provide initial training on how to operate the Equipment upon installation of new equipment. Any additional training will be provided at the ongoing applicable rate.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall

answer calls received by the answering service within two (2) hours of receipt of the call.

4.8 Periodic Meetings

The Contractor is required to attend a periodically scheduled meetings at the request of the Commission.

5.0 HOURS / DAYS OF WORK

The Commission office hours are from 8:00 a.m. to 5:00 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor:
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

The Contractor will set up ongoing quarterly meetings to review service metrics and put action plans in place as needed throughout the term of the Contract.

7.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary

The Commission shall monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

7.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Contractor's performance.

7.3 Contract Deficiency Notice

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for

correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

7.4 Commission Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor. Addition or deletion of services will be subject to the terms of the Contract.

EXHIBIT 1

LIST OF EQUIPMENT

MULTIFUNCTION DEVICE EQUIPMENT							
Location	Xerox Photocopier Model Number¹						TOTAL
	5335	5845	5875	7835	7845	7855	
Alhambra		2	8	5	2	8	25
Altadena				1			1
Carmelitos	1			1			2
Harbor Hills				1			1
Kings Road				1			1
Nueva Maravilla	1			1			2
Orchard Arms				1			1
Palmdale			3				3
Central Office (SSS)				1			1
Whittier				1			1
TOTALS	2	2	11	13	2	8	38

MULTIFUNCTION DEVICE SOFTWARE							
Location	Xerox Photocopier Model Number						TOTAL
	5335	5845	5875	7835	7845	7855	
Mobile Print	N/A	2	10	5	2	8	27
Equitrac	N/A	2	8	5	2	8	25

¹ The specification for each multifunction devices shall be based in the latest edition on the latest information available at www.xerox.com/office and the lease agreement noted in Attachment B, Fee Schedule, Exhibit 1, at the time of contract execution.

ATTACHMENT B

FEE SCHEDULE

FEE SCHEDULE

The Contractor will provide Photocopier Managed Print Solution Devices Services in accordance with Attachment A, Statement of Work. The Contractor shall be paid based on the fees noted below for the monthly Photocopier Managed Print Solution Devices Services.

MONTHLY PHOTOCOPIER MANAGED PRINT SOLUTION DEVICES SERVICES							
Location	Units	Base Cost	Color	Mobile Print	Equitrac	Tax	Subtotals
Alhambra ¹	25	\$6,230.60	\$1,877.61	\$142.60	\$956.94	\$828.70	\$10,036.44
Palmdale ¹	3	\$800.43	Not Available	\$18.60	Not Available	\$73.71	\$892.74
Whittier	1	\$196.06	\$59.45	\$6.20	Not Available	\$23.55	\$285.26
Altadena	1	\$217.36	Not Available	Not Available	Not Available	\$19.56	\$236.92
Housing Management (HM) Sites ²	8	\$1,408.78	\$331.80	Not Available	Not Available	\$156.65	\$1,897.23
Subtotals	38	\$8,853.22	\$2,268.86	\$167.40	\$956.94	\$1,102.18	\$13,348.60

¹Combined sites number Annual Pool Volume = 433,200

²HM Sites number Annual Pool Volume = 44,800

The Contractor's Managed Print Solution devices monthly lease agreement is detailed as Exhibit 1, Xerox Lease Agreement, based on the Commission MFD and including the details of MFD units, pool volume and monthly cost.

Exhibit 1

Xerox Lease Agreement

Xerox Lease Agreement Forms from Xerox to be updated with proper address

Lease Agreement



Customer: COUNTY OF LOS ANGELES

BillTo: COUNTY OF LOS
ANGELES HOUSING

AUTHORITY

PO BOX 1503

ALHAMBRA, CA 91802-1503

Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES

700 W MAIN ST

ALHAMBRA, CA 91801-3312

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 5845APT (5845A PT/COP/4TRAY)	<ul style="list-style-type: none">- 3-hole - Ofcfin Only- 1 Line Fax- Office Finisher-rohs- Sec Acc Usb W/hid125- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5735 S/N XEE430565 Trade-In as of Payment 45	3/31/2014
2. 5875APT (5875A PT/COP/4TRAY)	<ul style="list-style-type: none">- 3-hole - Ofcfin Only- 1 Line Fax- Office Finisher-rohs- Sec Acc Usb W/hid125- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL540776 Trade-In as of Payment 45	3/31/2014
3. 5875APT (5875A PT/COP/4TRAY)	<ul style="list-style-type: none">- 3-hole - Ofcfin Only- 1 Line Fax- Office Finisher-rohs- Sec Acc Usb W/hid125- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL540616 Trade-In as of Payment 45	3/31/2014

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 17 pages including this face page.

Signer: Maryann Robles

Phone: (626)586-1725

Signature: _____

Date: _____

Thank You for your business!

This Agreement is proudly presented by Xerox and

Todd Thornton
(323)296-3217

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
4.	5875APT (5875A PT/COP/4TRAY) - 3-hole - Ofcfin Only - 1 Line Fax - Office Finisher-rohs - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL541657 Trade-In as of Payment 45	3/31/2014
5.	5875APT (5875A PT/COP/4TRAY) - 3-hole - Ofcfin Only - 1 Line Fax - Office Finisher-rohs - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL541632 Trade-In as of Payment 45	3/31/2014
6.	5875APT (5875A PT/COP/4TRAY) - 3-hole - Ofcfin Only - 1 Line Fax - Office Finisher-rohs - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL540628 Trade-In as of Payment 45	3/31/2014
7.	5875APT (5875A PT/COP/4TRAY) - High Vol Fin W/bm - 3-hole - Ofcfin Only - 1 Line Fax - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL541231 Trade-In as of Payment 45	3/31/2014
8.	5875APT (5875A PT/COP/4TRAY) - 3-hole - Ofcfin Only - 1 Line Fax - Office Finisher-rohs - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL553018 Trade-In as of Payment 45	3/31/2014
9.	5845APT (5845A PT/COP/4TRAY) - 3-hole - Ofcfin Only - 1 Line Fax - Office Finisher-rohs - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5765 S/N XEL541374 Trade-In as of Payment 45	3/31/2014

Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
10.	W7855PT (W7855PT TANDEM) - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7775P S/N RFX011640 Trade-In as of Payment 45	3/31/2014
11.	W7855PT (W7855PT TANDEM) - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7775P S/N RFX350979 Trade-In as of Payment 45	3/31/2014
12.	W7835PT (W7835PT TANDEM) - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7525P S/N XKK393322 Trade-In as of Payment 30	3/31/2014
13.	W7855PT (W7855PT TANDEM) - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Canon Ir C5185 Trade-In to Xerox	3/26/2014
14.	W7835PT (W7835PT TANDEM) - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox CC32 S/N KMM003634 Trade-In	4/2/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5845APT	\$194.97	1: BLACK	1 - 7,300 7,301+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. 5875APT	\$285.82	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. 5875APT	\$285.82	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. 5875APT	\$285.82	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
5. 5875APT	\$285.82	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
6. 5875APT	\$285.82	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
7. 5875APT	\$330.89	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
8. 5875APT	\$285.82	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
9. 5845APT	\$194.99	1: BLACK	1 - 7,300 7,301+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
10. W7855PT	\$257.20	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
11. W7855PT	\$257.20	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
12. W7835PT	\$217.11	1: BLACK 2: COLOR	1 - 5,800 5,801+ All Prints	Included \$0.0050 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
13. W7855PT	\$239.33	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
14. W7835PT	\$186.14	1: BLACK 2: COLOR	1 - 5,800 5,801+ All Prints	Included \$0.0050 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$3,592.75	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
2323 E PALMDALE BLVD
PALMDALE, CA 93550-4957

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. 5875APT (5875A PT/COP/4TRAY)	<ul style="list-style-type: none">- 3-hole - Ofcfin Only- 1 Line Fax- Office Finisher-rohs- Customer Ed- Analyst Services	Lease Term:	60 months	- Xerox WC5775P S/N XEL540704	3/31/2014
		Purchase Option:	FMV	Trade-In as of Payment 45	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5875APT	\$266.81	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$266.81	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES
CDC COUNTY OF LA
700 W MAIN ST
ALHAMBRA, CA 91801-3312

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7855PT (W7855PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7775P S/N RFX347027 Trade-In as of Payment 45	3/31/2014
2. W7855PT (W7855PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7775P S/N RFX347002 Trade-In as of Payment 45	3/31/2014
3. W7855PT (W7855PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7775P S/N RFX347033 Trade-In as of Payment 45	3/31/2014
4. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7435P S/N PBB016427 Trade-In	3/31/2014
5. W7855PT (W7855PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7775P S/N RFX347153 Trade-In as of Payment 45	3/31/2014

Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
6. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7545P S/N XKP521776 Trade-In as of Payment 31	3/31/2014
7. W7855PT (W7855PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7775P S/N RFX347141 Trade-In as of Payment 45	3/31/2014
8. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Sec Acc Usb W/hid125 - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7545P S/N XKP532352 Trade-In as of Payment 26	3/31/2014

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features
1. W7855PT	\$257.20	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7855PT	\$257.20	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. W7855PT	\$257.20	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. W7835PT	\$217.01	1: BLACK 2: COLOR	1 - 5,800 5,801+ All Prints	Included \$0.0050 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term

Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
5. W7855PT	\$257.20	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
6. W7835PT	\$256.98	1: BLACK 2: COLOR	1 - 5,800 5,801+ All Prints	Included \$0.0050 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
7. W7855PT	\$257.20	1: BLACK 2: COLOR	1 - 10,000 10,001+ All Prints	Included \$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
8. W7835PT	\$199.29	1: BLACK 2: COLOR	1 - 5,800 5,801+ All Prints	Included \$0.0050 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$1,959.28	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
1000 E VIA WANDA
LONG BEACH, CA 90805-6549

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	<ul style="list-style-type: none"> - Sharp Ar M455n Imager Trade-In to Xerox - Sharp Ar-m277 Trade-In to Xerox 	2/24/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$179.45	1: BLACK	1 - 5,800	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	5,801+	\$0.0050	
			All Prints	\$0.0553	
Total	\$179.45	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
851 E VIA WANDA
LONG BEACH, CA 90805

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	WC5335PT (WC5335 PRINTR/TANDEM) - 1-line Emb Fax Kit - 3-hole Punch(fin-lx) - Integrated Ofc Fin - Postscript 3 - Network Scan - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Sharp Ar M455n Imager Trade-In to Xerox - Sharp Ar M455n Imager Trade-In to Xerox	2/24/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5335PT	\$166.04	1: Meter 1	1 - 5,000 5,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$166.04	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
26607 WESTERN AVE
LOMITA, CA 90717-3716

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	<ul style="list-style-type: none"> - Sharp Ar-m277 Trade-In to Xerox - Sharp Ar M455n Imager Trade-In to Xerox 	2/24/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$179.45	1: BLACK	1 - 5,800	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	5,801+ All Prints	\$0.0050 \$0.0553	
Total	\$179.45	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
838 N WEST KNOLL DR
WEST HOLLYWOOD, CA 90069

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none">- 3-hole Punch(fin-lx)- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Sharp Ar M455n Imager Trade-In to Xerox	2/25/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$179.45	1: BLACK	1 - 5,800	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	5,801+	\$0.0050	
			All Prints	\$0.0553	
Total	\$179.45	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
4919 E CESAR CHAVEZ
LOS ANGELES, CA 90022

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC5335PT (WC5335 PRINTR/TANDEM)	<ul style="list-style-type: none"> - 1-line Emb Fax Kit - 3-hole Punch(fin-lx) - Integrated Ofc Fin - Postscript 3 - Network Scan - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	<ul style="list-style-type: none"> - Sharp Ar-m277 Trade-In to Xerox - Sharp Ar M455n Imager Trade-In to Xerox 	2/25/2014
2. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	<ul style="list-style-type: none"> - Sharp Ar M455n Imager Trade-In to Xerox 	2/25/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5335PT	\$166.04	1: Meter 1	1 - 5,000 5,001+	Included \$0.0048	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7835PT	\$179.45	1: BLACK 2: COLOR	1 - 5,800 5,801+ All Prints	Included \$0.0050 \$0.0553	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$345.49	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
23520 WILEY CANYON
VALENCIA, CA 91355

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none">- 3-hole Punch(fin-lx)- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Sharp Ar M455n Imager Trade-In to Xerox	2/25/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$179.45	1: BLACK	1 - 5,800	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	5,801+	\$0.0050	
			All Prints	\$0.0553	
Total	\$179.45	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
PO BOX 1503
ALHAMBRA, CA 91802-1503
Negotiated Contract : 072524800

Install: COUNTY OF LOS
ANGELES HOUSING
AUTHORITY
12721 S CENTRAL AVE
LOS ANGELES, CA 90059-3239

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none">- 3-hole Punch(fin-lx)- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Sharp Ar M455n Imager Trade-In to Xerox	2/25/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$179.45	1: BLACK	1 - 5,800	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	5,801+	\$0.0050	
			All Prints	\$0.0553	
Total	\$179.45	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
Install Location: 700 W MAIN ST, ALHAMBRA, CA 91801-3312				
1. 5845APT	- Refinance of Xerox Agreement	\$478.00	10%	\$131.00
2. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
3. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
4. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
5. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
6. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
7. 5875APT	- Refinance of Xerox Agreement	\$660.00	10%	\$181.20
8. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
9. 5845APT	- Refinance of Xerox Agreement	\$479.00	10%	\$131.20
10. W7855PT	- Refinance of Xerox Agreement	\$825.00	10%	\$226.20
11. W7855PT	- Refinance of Xerox Agreement	\$825.00	10%	\$226.20

Terms and Conditions

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
12. W7835PT	- Refinance of Xerox Agreement	\$1,429.00	10%	\$392.60
Install Location: 2323 E PALMDALE BLVD, PALMDALE, CA 93550-4957				
1. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
Install Location: CDC COUNTY OF LA, 700 W MAIN ST, ALHAMBRA, CA 91801-3312				
1. W7855PT	- Refinance of Xerox Agreement	\$825.00	10%	\$226.20
2. W7855PT	- Refinance of Xerox Agreement	\$825.00	10%	\$226.20
3. W7855PT	- Refinance of Xerox Agreement	\$825.00	10%	\$226.20
4. W7835PT	- Refinance of Xerox Agreement	\$1,425.00	10%	\$391.20
5. W7855PT	- Refinance of Xerox Agreement	\$825.00	10%	\$226.20
6. W7835PT	- Refinance of Xerox Agreement	\$3,269.00	10%	\$898.00
7. W7855PT	- Refinance of Xerox Agreement	\$825.00	10%	\$226.20
8. W7835PT	- Refinance of Xerox Agreement	\$607.00	10%	\$166.40
Install Location: AUTHORITY, 1000 E VIA WANDA, LONG BEACH, CA 90805-6549				
1. W7835PT	- Refinance of Xerox Agreement	\$600.00	10%	\$164.40
Install Location: AUTHORITY, 26607 WESTERN AVE, LOMITA, CA 90717-3716				
1. W7835PT	- Refinance of Xerox Agreement	\$600.00	10%	\$164.40
Install Location: AUTHORITY, 838 N WEST KNOLL DR, WEST HOLLYWOOD, CA 90069				
1. W7835PT	- Refinance of Xerox Agreement	\$600.00	10%	\$164.40
Install Location: AUTHORITY, 4919 E CESAR CHAVEZ, LOS ANGELES, CA 90022				
2. W7835PT	- Refinance of Xerox Agreement	\$600.00	10%	\$164.40
Install Location: AUTHORITY, 23520 WILEY CANYON, VALENCIA, CA 91355				
1. W7835PT	- Refinance of Xerox Agreement	\$600.00	10%	\$164.40
Install Location: AUTHORITY, 12721 S CENTRAL AVE, LOS ANGELES, CA 90059-3239				
1. W7835PT	- Refinance of Xerox Agreement	\$600.00	10%	\$164.40

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Lease Agreement



Customer: COUNTY OF LOS ANGELES

BillTo: COMMUNITY
DEVELOPMENT COMM
2 S CORAL CIR
MONTEREY PARK, CA 91755-7404

Install: COUNTY OF LOS
ANGELES HOUSING
STE B
2323 E PALMDALE BLVD
PALMDALE, CA 93550-4957

Negotiated Contract : 072524800

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. 5875APT (5875A PT/COP/4TRAY)	<ul style="list-style-type: none">- 3-hole - Ofcfin Only- 1 Line Fax- Office Finisher-rohs- Customer Ed- Analyst Services	Lease Term:	60 months	- Xerox WC5775P S/N XEL540645	3/31/2014
		Purchase Option:	FMV	Trade-In as of Payment 45	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5875APT	\$266.81	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$266.81	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: Maryann Robles	Phone: (626)586-1725	Todd Thornton (323)296-3217	
Signature: _____	Date: _____	For information on your Xerox Account, go to www.xerox.com/AccountManagement	



Lease Agreement



BillTo: COMMUNITY
DEVELOPMENT COMM
2 S CORAL CIR
MONTEREY PARK, CA 91755-7404

Install: COUNTY OF LOS
ANGELES
HOUSING AUTHORITY
2323 E PALMDALE BLVD
PALMDALE, CA 93550-4957

Negotiated Contract : 072524800

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 5875APT (5875A PT/COP/4TRAY)	<ul style="list-style-type: none">- 3-hole - Ofcfin Only- 1 Line Fax- Office Finisher-rohs- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5775P S/N XEL540680 Trade-In as of Payment 45	3/31/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5875APT	\$266.81	1: BLACK	1 - 26,000 26,001+	Included \$0.0048	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$266.81	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment

configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

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Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
Install Location: STE B, 2323 E PALMDALE BLVD, PALMDALE, CA 93550-4957				
1. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40
Install Location: HOUSING AUTHORITY, 2323 E PALMDALE BLVD, PALMDALE, CA 93550-4957				
1. 5875APT	- Refinance of Xerox Agreement	\$522.00	10%	\$143.40

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Lease Agreement



Customer: COUNTY OF LOS ANGELES

BillTo: LOS ANGELES COUNTY
COMMUNITY DEVELOPMNT
COMMISSION
700 W MAIN ST
ALHAMBRA, CA 91801-3312
Negotiated Contract : 072524800

Install: LOS ANGELS COUNTY
COMMUNITY DEVELOPMNT
COMMISSION
10750 LAUREL AVE
WHITTIER, CA 90605-3282

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none">- 3-hole Punch(fin-lx)- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5638P S/N WRR557754 Trade-In as of Payment 76	3/31/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$196.06	1: BLACK 2: COLOR	1 - 5,800 5,801+ All Prints	Included \$0.0050 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$196.06	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 3 pages including this face page.

Signer: Maryann Robles

Phone: (626)586-1725

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Todd Thornton
(323)296-3217

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Lease Agreement



BillTo: LOS ANGELES COUNTY
COMMUNITY DEVELOPMNT
COMMISSION
700 W MAIN ST
ALHAMBRA, CA 91801-3312
Negotiated Contract : 072524800

Install: COMMUNITY
DEVELOPMENT
COMMISSION
2400 LINCOLN AVE
ALTADENA, CA 91001-5436

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none">- 3-hole Punch(fin-lx)- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7530P S/N XKK394999 Trade-In as of Payment 27	3/31/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$217.36	1: BLACK	1 - 5,800	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	5,801+	\$0.0050	
			All Prints	\$0.0553	
Total	\$217.36	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

4. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
Install Location: COMMISSION, 10750 LAUREL AVE, WHITTIER, CA 90605-3282				
1. W7835PT	- Refinance of Xerox Agreement	\$1,366.00	10%	\$375.20
Install Location: COMMISSION, 2400 LINCOLN AVE, ALTADENA, CA 91001-5436				
1. W7835PT	- Refinance of Xerox Agreement	\$2,349.00	10%	\$645.00

ATTACHMENT C

REQUIRED CONTRACT FORMS

(Insert all applicable required forms)

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

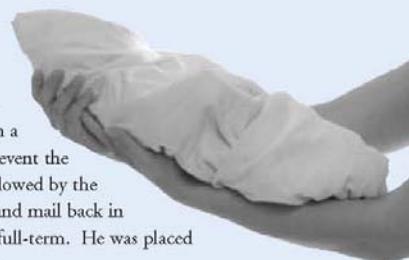
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT E

**XEROX ADDITIONAL
TERMS**

ATTACHMENT E

XEROX ADDITIONAL TERMS AND CONDITIONS

1. TOTAL SATISFACTION GUARANTEE

If the Commission are not totally satisfied with any the Contractor-brand Equipment delivered under this Agreement, the Contractor will, at the Commission's request, replace it without charge with an identical model or, at The Contractor's option, with the Contractor Equipment with comparable features and capabilities. This Guarantee applies only to the Contractor-brand Equipment that has been continuously maintained by the Contractor under this Agreement or a Contractor maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

2. REPRESENTATIONS.

The individuals signing this Agreement are duly authorized to do so and all financial information the Commission provide completely and accurately represents the Commission financial condition.

3. NON-CANCELLABLE AGREEMENT

This agreement cannot be canceled or terminated except as expressly provided herein. The Commission's obligation to make all payments, and to pay any other amounts due or to become due, is absolute and unconditional and not subject to delay, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever, irrespective of the Contractor's performance of its obligations hereunder. Any claim against the Contractor may be asserted in a separate action and solely against the Contractor.

4. MAINTENANCE SERVICES.

As a mandatory part of a lease, the Contractor will provide the following Basic services for equipment leased under this Agreement (the "Equipment."):

A. Repairs and Parts

The Contractor will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.

B. Hours and Exclusions

Unless otherwise stated, Basic Services will be provided during the Contractor's standard working hours (excluding the Contractor-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. The Commission agrees to give the Contractor reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or connected products not serviced by the Contractor, as well as any non-

Contractor alterations, relocation, service, supplies or consumables). The Commission agrees to use the Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by the Contractor.

C. Installation site and Meter Readings

The Equipment installation site must conform to the Contractor's published requirement throughout the term of this Agreement. If applicable, the Commission agrees to provide meter readings in the manner described by the Contractor. If the Commission does not provide the Contractor with meter readings as required, the Contractor may estimate them and bill the Commission accordingly.

D. Equipment Replacement

If the Contractor is unable to maintain the Equipment as described above, the Contractor will, as the Commission exclusive remedy for the Contractor failure to provide Basic Services, replace the Equipment with an identical product, or, at the Contractor's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section, there will not be an additional charge for the replacement product and, except as set forth in the section of this Agreement titled "MAINTENANCE COMPONENT PRICE INCREASES", there will not be an additional charge for Basic Services during the then-current term during which Basic Services are being provided.

E. Cartridge Products

If the Contractor is providing Basic Services for Equipment utilizing cartridges designated by the Contractor as the Commission replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), the Commission agrees to use only unmodified Cartridges purchased directly from the Contractor or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment.

F. Delivery & Removal

The Contractor will be responsible for all standard delivery and removal charges. The Commission will be responsible for any non-standard delivery or removal charges incurred.

5. WARRANTY DISCLAIMER & WAIVERS

The Contractor disclaims the implied warranties of non-infringement and fitness for a particular purpose. The parties intend this Agreement to be a "finance lease" under Article 2A of the Uniform Commercial Code. Except to the extent expressly provided herein and to the extent permitted by applicable law, the Commission waives all rights and remedies conferred upon a lessee by said article.

6. INTELLECTUAL PROPERTY INDEMNITY

The Contractor, at its expense, will defend the Commission from, and pay any settlement agreed to by the Contractor or any final judgment for, any claim that the Contractor-brand Product infringes a third party's U.S. intellectual property

rights, provided the Commission promptly notify the Contractor of the alleged infringement and permit the Contractor to direct the defense. The Contractor is not responsible for any non-Contractor litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, the Contractor may modify or substitute an equivalent The Contractor-brand Product, refund the price paid for the the Contractor-brand Product (less the reasonable rental value for the period it was available to the Commission), or obtain any necessary licenses. The Contractor is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon the Contractor-brand Product being modified to the Commission specifications or being used or sold with products not provided by the Contractor.

7. TITLE, RISK AND RELOCATION

Title to the Equipment remains with the Contractor until the Commission exercise its option to purchase it, "Purchase Option." Risk of loss or damage to the Products passes to the Commission upon delivery. The Commission will insure Products against loss or damage and the policy will name the Contractor as Loss Payee. The Commission agrees that: (a) the Equipment will remain personal property; (b) the Commission will not attach the Equipment as a fixture to any real estate; (c) the Commission will not pledge, sub-lease, or part with possession of the Equipment or file, or permit to be filed, any lien against the Equipment; and, (d) the Commission will not make any permanent alterations to the Equipment. All relocations must be arranged or approved in advance by the Contractor until the Commission has paid the Case Purchase or Installment Purchase price in full or if the Equipment is acquired under a Lease Order. The relocation will be at the Commission's expense and the Commission remains responsible to make all payments under the applicable Order while the Equipment is being relocated. Equipment cannot be relocated outside of the U.S.

8. EQUIPMENT STATUS

Equipment will be (a) "Newly Manufactured," which may contain some reconditioned components; or (b) "Factory Produced New Model", which is manufactured and newly serialized at the Contractor factory, adds functions and features to a product previously disassembled to a the Contractor predetermined standard, and contains new and reconditioned components; or (c) "Remanufactured", which has been factory produced following disassembly to the Contractor predetermined standard and contains new and reconditioned components.

9. DATA SECURITY

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Commission's responsibility. Upon request, the Contractor will provide additional information to The Commission regarding the security features available for particular Equipment models.

10. PROTECTION OF THE CONTRACTOR'S RIGHTS

The Commission authorizes the Contractor or its agent to file financing statements necessary to protect the Contractor's rights as lessor of the Equipment. Until the Commission has paid in full pursuant to the Purchase Option under a Lease Order, Equipment will remain personal property and the Commission will not: (a) attach it as a fixture to any real estate; (b) pledge, sub-lease or part with possession of it; (c) file or permit to be filed any lien against it; or (d) make any permanent alterations to it. The Commission will promptly notify the Contractor if the Commission relocates its principal place of business or changes the name of its business.

11. FORCE MAJEURE

The Contractor shall not be liable to the Commission during any period in which its performance is delayed or prevented in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g. flood, earthquake, wind; fire, war, act of a public enemy or terrorist; act of sabotage, strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Contractor shall undertake reasonable action to notify the Commission of the same.

12. SOFTWARE LICENSE

The Contractor grants the Commission a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with The Contractor-brand Equipment ("Base Software") only with the Contractor-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as the Commission is current in the payment of all applicable software license fees." Base Software" and "Application Software" are referred to collectively as "Software". The Commission has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with the Contractor and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) The Contractor is denied access to periodically reset such code; (y) the Commission is notified of a default under this Agreement; or (z) the Commission license is terminated or expires. The Base Software license will terminate; (i) if the Commission no longer use or possess the Equipment; (ii) the Commission are a lessor of the Equipment and the Commission first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless the Commission have exercised its option to purchase the equipment. Neither The Contractor nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

13. SOFTWARE SUPPORT

The Contractor (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after the Contractor stops taking the Commission orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as the Commission is current in the payment of all applicable software license and support fees. The Contractor will maintain a web-based or toll-free hotline during the Contractor's standard working hours to report Software problems and answer Software-related questions. The Contractor, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to the Commission. The Contractor will not be required to provide Software Support if the Commission has modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that the Contractor may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at the Contractor's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require the Commission to procure, at the Commission's expense, additional hardware and/or software from the Contractor or another entity. Upon installation of a Release, the Commission will return or destroy all prior Releases.

14. DIAGNOSTIC SOFTWARE

Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of the Contractor. Title to Diagnostic Software will remain with the Contractor or its licensors. The Contractor does not grant the Commission any right to use Diagnostic Software, and the Commission will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). The Commission will allow the Contractor reasonable access to the Equipment to remove or disable Diagnostic Software if the Commission is no longer receiving Maintenance Services from the Contractor, provided that any on-site access to the Commission's facility will be during the Commission's normal business hours

15. REMOTE SERVICES

Certain models of Equipment are supported and serviced using data that is automatically collected by the Contractor from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault

code data. All such data shall be transmitted in a secure manner specified by the Contractor. The automatic data transmission capability will not allow Contractor to read, view or download the content of any the Commission documents residing on or passing through the Equipment or the Commission's information management systems.